

## POSSESSION AND SURRENDER AGREEMENT

This Possession and Surrender Agreement ("Possession Agreement") is dated as of January\_\_\_\_, 2025 and is by and between Nissan Motor Acceptance Company LLC, a Delaware corporation ("NMAC"), and Team Imports LLC d/b/a Team Mitsubishi Hartford ("Dealership"), and Robert A. Urrutia (the "Guarantor", and together with the Dealership, the "Obligors").

### Recitals

- A. Dealership and NMAC entered into that certain Automotive Wholesale Financing and Security Agreement dated as of February 10, 2021 ("Agreement").
- B. Pursuant to the Agreement, NMAC advanced funds secured by a perfected security interest in the new vehicle collateral listed on the attached Schedule A and all documents related to the collateral listed on said Schedule A (the "New Collateral"), and the used vehicle collateral (including new and used demos) listed on the attached Schedule B and all documents related to the collateral listed on said Schedule B (the "Used Collateral" which, together with the New Collateral is referred to herein as the "Collateral").
- C. Present on site at Dealership are vehicles that are subject to an injunction dated September 29, 2023, ECF #55, from the action pending in the Eastern District of New York, styled *Superb Motors Inc. et al v. Deo et al*, bearing Docket Number 2:23-cv-06188-JMW. Those vehicles (the "Enjoined Vehicles") are described on the attached Schedule C.
- D. On August 13, 2024, NMAC commenced an action in the Superior Court of Connecticut, Judicial District of Hartford at Hartford styled *Nissan Motor Acceptance Company LLC v. Team Imports LLC, et al*, bearing Docket Number HHD-CV24-6189271-S, which action remains pending.
- E. Dealership has agreed to surrender possession of the Collateral to NMAC for safekeeping and NMAC is willing to accept possession of the Collateral for storage at a secure auction lot (the "Auction Lot") on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NMAC and the Obligors (collectively, the "Parties") agree as follows:

- 1. The above Recitals are hereby incorporated by reference, and the Parties acknowledge and agree the Recitals are true, correct and complete in all respects.
- 2. The Parties hereby agree, and notice is hereby given, that the Dealership hereby voluntarily surrenders and releases to NMAC Dealership's possession of the Collateral. Obligors waive all notices related to this matter and institution of legal proceedings to obtain possession of the Collateral, including notice and hearing and consent to NMAC's and its agents' entry on Obligors' premises to obtain possession of the Collateral wherever it may be found.
- 3. The Parties hereby agree, and notice is hereby given, that the Dealership hereby voluntarily surrenders and releases to NMAC all of Dealership's possession, right, title and interest in and to the Used Collateral, including without limitation all of Dealership's interests and rights in any rental agreements or leases of any of the Used Collateral and NMAC is authorized to sell, lease or otherwise dispose of such Used Collateral with the net

proceeds of such sale, lease or other disposition being applied to any indebtedness owing to NMAC by Obligors as set forth in the Agreement. Obligors waive all notices related to this matter and institution of legal proceedings to obtain possession of the Used Collateral, including notice and hearing and consent to NMAC's and its agents' entry on Obligors' premises to obtain possession of the Used Collateral wherever it may be found. Obligors further waive any other notice of default and/or notice of intended disposition of any of the Used Collateral to which it or they may be entitled under the applicable adoption of the Uniform Commercial Code or otherwise.

4. The Parties hereby agree that nothing within this Possession and Surrender Agreement addresses, disposes of, or otherwise changes the legal status, possession, or location of the Enjoined Vehicles. The Parties agree that NMAC and Obligors reserve all rights with respect to the Enjoined Vehicles, to be determined at a later date and after either (a) the injunction has been lifted, or (b) another order from a court of competent jurisdiction directs disposition of the Enjoined Vehicles.
5. Obligors agree:
  - a. to promptly and diligently market and/or sell all New Collateral. If, on or before February 3, 2025, Obligors are unable to enter into a binding Asset Purchase Agreement to sell the New Collateral to a third-party under terms acceptable to NMAC in its sole discretion, Obligors must then, on or before that date, make a formal request to Mitsubishi Motors North American ("MMNA") requesting it to purchase the New Collateral pursuant to the "buy-back" provisions in the Dealer Sales and Service Agreement between Dealer and MMNA (the "DSSA") and/or Connecticut state law. The net proceeds of any sale or other disposition of the New Collateral shall be paid directly to NMAC. In the event that MMNA is required by the DSSA and/or Connecticut state law to remit buy-back funds to the Dealership directly, Dealership agrees to immediately and within 24 hours cause such proceeds to be transferred to NMAC. Any funds received or transmitted to NMAC will be applied to any indebtedness owing to NMAC by Obligors as set forth in the Agreement.
  - b. to provide NMAC with Dealership's written buy-back request upon transmission and otherwise keep NMAC apprised of all communications and material developments with respect to the MMNA buy-back
  - c. to request a buy-back inspection for a date specific, promptly notify NMAC of the scheduled inspection date and otherwise permit and facilitate NMAC's presence at any and all inspections by MMNA related thereto; and
  - d. to acknowledge that no promise has been made regarding the price for the New Collateral.
6. The Parties acknowledge that nothing in this Possession Agreement waives or limits any rights or remedies available to NMAC or Obligors, whether under this Possession Agreement or any other agreements between the Parties or under applicable law.
7. With respect to new, untitled vehicle New Collateral, the price shall be the higher of (a) the price set forth in the DSSA, or (b) any higher price obtainable by the Dealer from MMNA under State law. Obligors consent and authorize NMAC, and/or its agents, to enter onto the Dealership premises, affiliate locations and storage lots to inspect and remove the New Collateral in accordance with the terms of this Possession Agreement.
8. Obligors shall cooperate fully with NMAC to locate all of the Collateral and to have

possession of all such Collateral surrendered to NMAC and shall provide to NMAC all of the information and documents that might be necessary or appropriate to do that, including leases for any of the Collateral.

9. Obligors agree that NMAC shall have the right, but not the obligation, to move any or all of the Collateral to the Auction Lot and/or another secure location. In the event MMNA requires that the New Collateral be located at Dealership's facility in order for Dealership to exercise its buy-back rights, NMAC will arrange for the return of the New Collateral to the Dealership. Obligors and MMNA shall be provided with access to all new vehicle inventory located at the Auction Lot.
10. In the event Obligors, on or before February 3, 2025, are unable to either: (a) enter into a binding Asset Purchase Agreement to sell any or all of the New Collateral to a third-party under terms acceptable to NMAC in its sole discretion and consummate such sale; and/or (b) consummate the sale of the purchasable New Collateral to MMNA pursuant to the "buy-back" provisions in the DSSA, then the Parties hereby agree, and notice is hereby given, that the Dealership hereby voluntarily surrenders and releases to NMAC all of Dealership's possession, right, title and interest in and to the then unsold New Collateral, including without limitation all of Dealership's interests and rights in any rental agreements or leases of any of the New Collateral and NMAC is authorized to sell, lease or otherwise dispose of such New Collateral with the net proceeds of such sale, lease or other disposition being applied to any indebtedness owing to NMAC by Obligors as set forth in the Agreement. Obligors waive all notices related to this matter and institution of legal proceedings to obtain possession of the New Collateral, including notice and hearing and consent to NMAC's and its agents' entry on Obligors' premises to obtain possession of the Collateral wherever it may be found. Obligors further waive any other notice of default and/or notice of intended disposition of any of the New Collateral to which it or they may be entitled under the applicable adoption of the Uniform Commercial Code or otherwise.
11. This Possession Agreement shall be enforceable against each of the Obligors who execute it. The failure of any Obligor to sign or execute this Possession Agreement shall have no effect on the enforceability of this Possession Agreement against any of the other Obligors, however. Obligors represent and warrant to NMAC that this Possession Agreement has been duly authorized, executed and delivered pursuant to all necessary legal action and constitutes a valid and legally binding obligation of such Obligors, enforceable in accordance with its terms, and does not violate, conflict with or constitute a default under any law or regulation binding on or applicable to them or any mortgage, assignment, lease, credit, loan agreement, contract, corporate, organizational or operational document or other instrument binding upon or affecting any of them.
12. Any provision in this Possession Agreement that may be unenforceable or invalid under any law shall be ineffective only to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.
13. This Possession Agreement has been freely negotiated and jointly drafted by the Obligors and NMAC. Therefore, nothing in this Possession Agreement shall be construed against one party or the others as the drafter.
14. No modification, amendment, or waiver of any provision of this Possession Agreement shall be effective unless made in writing and executed by the party or parties bound by such modification, amendment or waiver.

15. This Possession Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to conflicts of law principles.
16. This Possession Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be executed in counterparts and by facsimile, all of which when taken together shall constitute one document.

[Signatures on Next Page]

Nissan Motor Acceptance Company LLC

Team Imports LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged and Accepted by  
Guarantor as of January\_\_\_\_, 2025**

\_\_\_\_\_  
Robert A. Urrutia



**SCHEDULE A TO VOLUNTARY POSSESSION AGREEMENT  
NEW COLLATERAL**

Status	VIN 6	VIN	Make	Model	Year	Floor Date	FP Code	Outstanding Balance
Open	017498	JA4J4VA83RZ017498	MITSUBISHI		2024	11/21/2023	New	34,516.88
Open	021422	JA4J4UA89RZ021422	Mitsubishi	Outlander	2024	11/22/2023	New	32,617.69
Open	022434	JA4ATVAA5RZ022434	MITSUBISHI		2024	12/06/2023	New	28,952.39
Open	023009	JA4ATVAA6RZ023009	MITSUBISHI		2024	12/06/2023	New	28,952.39
Open	003011	JA4ARUAU3RU003011	MITSUBISHI		2024	12/06/2023	New	29,723.36
Open	022065	JA4ATWAA3RZ022065	MITSUBISHI		2024	12/06/2023	New	30,395.06
Open	022532	JA4ATWAA8RZ022532	MITSUBISHI		2024	12/06/2023	New	31,395.06
Open	016014	JA4J4UA82RZ016014	Mitsubishi	Outlander	2024	12/06/2023	New	32,617.69
Open	022895	JA4T5VA97RZ022895	Mitsubishi	Outlander PHEV	2024	12/06/2023	New	46,446.40
Open	021705	JA4ATWAA8RZ021705	MITSUBISHI		2024	12/12/2023	New	30,865.06
Open	023328	JA4ATWAA3RZ023328	MITSUBISHI		2024	12/12/2023	New	33,498.26
Open	022309	JA4J4VA8XRZ022309	MITSUBISHI		2024	12/12/2023	New	34,711.88
Open	022725	JA4T5VA94RZ022725	Mitsubishi	Outlander PHEV	2024	12/12/2023	New	45,155.40
Open	018742	JA4J4VA84RZ018742	MITSUBISHI		2024	12/15/2023	New	34,711.88
Open	025223	JA4J4VA84RZ025223	MITSUBISHI		2024	12/18/2023	New	34,081.88
Open	026287	JA4J4VA82RZ026287	MITSUBISHI		2024	12/18/2023	New	34,286.88
Open	027466	JA4J4UA84RZ027466	Mitsubishi	Outlander	2024	12/20/2023	New	31,947.69
Open	025026	JA4J4UA8XRZ025026	Mitsubishi	Outlander	2024	12/20/2023	New	32,477.69
Open	023588	JA4ATUAA1RZ023588	Mitsubishi	Eclipse Cross	2024	12/21/2023	New	27,838.86
Open	026184	JA4J4VA83RZ026184	MITSUBISHI		2024	12/21/2023	New	34,081.88
Open	025315	JA4J4VA89RZ025315	MITSUBISHI		2024	12/21/2023	New	34,611.88
Open	026322	JA4J4VA80RZ026322	MITSUBISHI		2024	12/21/2023	New	36,335.88
Open	028840	JA4ATUAAXRZ028840	Mitsubishi	Eclipse Cross	2024	12/22/2023	New	28,368.86
Open	023141	JA4J4VA83RZ023141	MITSUBISHI		2024	12/26/2023	New	34,081.88
Open	028391	JA4ATVAAXRZ028391	MITSUBISHI		2024	01/02/2024	New	29,482.39
Open	029381	JA4J4UA86RZ029381	Mitsubishi	Outlander	2024	01/02/2024	New	31,947.69
Open	028573	JA4J4VA82RZ028573	MITSUBISHI		2024	01/02/2024	New	34,611.88
Open	028614	JA4J4VA81RZ028614	MITSUBISHI		2024	01/02/2024	New	36,335.88
Open	030925	JA4ATWAA1RZ030925	MITSUBISHI		2024	01/16/2024	New	32,143.06
Open	035983	JA4ATWAA7RZ035983	MITSUBISHI		2024	01/25/2024	New	31,202.06
Open	F06899	ML32FUFJ4RHF06899	MITSUBISHI		2024	01/30/2024	New	19,412.93
Open	F06097	ML32FUFJ1RHF06097	MITSUBISHI		2024	02/01/2024	New	19,564.65
Open	F06304	ML32FUFJ2RHF06304	MITSUBISHI		2024	02/01/2024	New	19,564.65
Open	005807	JA4ARUAUXRU005807	MITSUBISHI		2024	02/14/2024	New	27,009.74
Open	005811	JA4ARUAU1RU005811	MITSUBISHI		2024	02/14/2024	New	27,009.74
Open	006271	JA4ARUAU0RU006271	MITSUBISHI		2024	02/14/2024	New	27,143.74
Open	006276	JA4ARUAUXRU006276	MITSUBISHI		2024	02/14/2024	New	27,143.74
Open	006467	JA4ARUAU6RU006467	MITSUBISHI		2024	02/14/2024	New	27,143.74
Open	032213	JA4ATVAA6RZ032213	MITSUBISHI		2024	02/14/2024	New	28,952.39
Open	006704	JA4ARUAU5RU006704	MITSUBISHI		2024	02/15/2024	New	27,539.74
Open	006284	JA4ARUAU9RU006284	MITSUBISHI		2024	02/16/2024	New	27,143.74
Open	004418	JA4ARUAU5RU004418	MITSUBISHI		2024	02/23/2024	New	30,083.07
Open	F07183	ML32FVFJ2RHF07183	Mitsubishi	Mirage G4	2024	02/27/2024	New	20,632.51
Open	004474	JA4ARUAU4RU004474	MITSUBISHI		2024	03/07/2024	New	29,553.07
Open	004532	JA4ARUAU3RU004532	MITSUBISHI		2024	03/07/2024	New	29,553.07
Open	050334	JA4ATVAA9RZ050334	MITSUBISHI		2024	05/23/2024	New	32,150.37
Open	010924	ML32AUHJ5RH010924	MITSUBISHI		2024	07/01/2024	New	18,058.85



**SCHEDULE B TO VOLUNTARY POSSESSION AGREEMENT  
USED COLLATERAL**

Status	VIN 6	VIN	Make	Model	Year	Floor Date	FP Code	Outstanding Balance
Open	016059	JA4ARUAU1PU016059	Mitsubishi	Outlander Sport	2023	01/18/2024	New Demo	27,002.76
Open	005862	JA4ARUAU7RU005862	MITSUBISHI	OUTLANDER SPORT	2024	05/14/2024	New Demo	27,143.74
Open	005821	JA4ARUAU4RU005821	MITSUBISHI		2024	06/07/2024	New Demo	27,539.74
Open	004772	JA4ARUAU1RU004772	MITSUBISHI		2024	05/08/2024	New Demo	27,688.52
Open	003093	JA4ARUAU9RU003093	MITSUBISHI		2024	06/07/2024	New Demo	29,298.36
Open	024085	JA4ATWAA8RZ024085	MITSUBISHI		2024	03/13/2024	New Demo	31,849.26
Open	016823	JA4J4VA85RZ016823	MITSUBISHI		2024	03/14/2024	New Demo	34,711.88
Open	016792	JA4J4VA89RZ016792	MITSUBISHI		2024	03/14/2024	New Demo	36,515.88
Open	031811	JA4J4VA80PZ031811	MITSUBISHI		2023	12/15/2023	New Demo	36,975.98
Open	020141	JA4J4VA8XRZ020141	MITSUBISHI		2024	05/08/2024	New Demo	37,045.88
Open	000971	JA4AR3AU9KU000971	MITSUBISHI	Outlander Sport	2019	10/14/2024	Used	11,500.00
Open	584003	3C4NJD8B6MT584003	Jeep	Compass	2021	7/25/2024	Used	18,799.00
Open	594948	3C4NJD8B6MT594948	Jeep	Compass	2024	9/17/2024	Used	19,499.00
Open	132852	2GNAXSEV1M6132852	Chevrolet	Equinox	2021	9/18/2024	Used	20,575.00
Open	131004	KL79MSL6MB131004	Chevrolet	Trailblazer	2021	9/24/2024	Used	21,800.00
Open	000214	JA4ARUAU2RU000214	Mitsubishi	Outlander Sport	2024	9/24/2024	Used	21,850.00
Open	132718	1GYFZDR49NF132718	Cadillac	XTW	2022	8/28/2024	Used	26,199.00
Open	212356	3GKALXEV2NL212356	GMC	Terrain	2022	9/24/2024	Used	28,550.00
Open	138675	1GNEVHKWXMJ138675	Chevrolet	Traverse	2021	8/29/2024	Used	29,100.00
Open	079014	4T1DZ1F86NU079014	Toyota	Avalon	2022	8/27/2024	Used	30,699.00
Open	073426	5FN9YF6H34J8073426	Honda	Pilot	2018	06/12/2024	Used	17,950.00
Open	310142	1N4BL4CV5MN310142	Nissan	Altima	2021	04/08/2024	Used	18,475.00
Open	018967	3VWBM7BUXPM018967	Volkswagen	Jetta	2023	06/12/2024	Used	19,800.00
Open	120189	3VV0B7AX2NM120189	VOLKSWAGEN	TIGUAN	2022	06/12/2024	Used	20,575.00
Open	N56948	WMZ43BR07N3N56948	Mini	Cooper Countryman	2022	06/24/2024	Used	21,799.00
Open	N63373	WMZ43BR06N3N63373	Mini	Cooper Countryman	2022	06/24/2024	Used	21,799.00
Open	N47002	WMZ43BR01N3N47002	Mini	Cooper Countryman	2022	06/24/2024	Used	22,099.00
Open	020053	3VV2B7AX4MM020053	Volkswagen	Tiguan	2021	06/12/2024	Used	22,200.00
Open	088108	3VV2B7AX2MM088108	Volkswagen	Tiguan	2021	06/12/2024	Used	22,200.00
Open	539186	1C4BJWDG1HL539186	Jeep	Wrangler Unlimited	2017	06/12/2024	Used	22,225.00
Open	073021	3VV2B7AX3MM073021	Volkswagen	Tiguan	2021	06/12/2024	Used	25,125.00
Open	176793	3C4NJD8B6MT176793	Jeep	Compass	2022	04/02/2024	Used	25,225.00
Open	501222	1N4AA6EV8MC501222	Nissan	Maxima	2021	06/24/2024	Used	28,675.00
Open	022138	19UDE4H37PA022138	Acura	Integra	2023	06/12/2024	Used	28,925.00
Open	238313	WBA7F2C5XJB238313	BMW	7 Series	2018	11/14/2023	Used	32,340.00
Open	004649	JA4ARUAU2RU004649	MITSUBISHI		2024	06/17/2024	Used Demo	27,493.74
Open	526628	1C4RJFCG5MC526628	JEEP	GRAND CHEROKEE	2021	06/07/2024	Used Demo	38,500.00

**SCHEDULE C TO VOLUNTARY POSSESSION AGREEMENT  
ENJOINED VEHICLES**

<b>4393</b>	<b>Stock Type</b>	<b>Stock #</b>	<b>VIN #</b>
	Used	SU0882	WBA2H9C36HV986948
	Used	SU0912	ZAM57YTA4K1314330
	Used	SU1006	WDDJK7DA4JF052861
	Used	SU1025	WBA4E5C59HG188797
	Used	SU1032	55SWF4KB5GU101091
	Used	SU1060	W1K7X6BB7LA016406
	Used	SU1065	SALGS2RE3KA519794
	Used	SU1050A	SALYB2EX4KA782114
	Used	SU1148	WP0AF2A74GL082172
	Used	SU1204	WBAJB1C53KB375171
	Used	SU1126A	1C4RDHDG7JC438967
	Used	SU1260	WBXHT3C59K5L90009
	Used	SU1262	ZARFAEDN3J7575105
	Used	SU1302	5UXWX9C50H0T04666
	Used	SU1303	1FATP8UH1K5152260
	Used	SY1318	WBXHT3C57K5L90705
	Used	SY1319	ZASPAKBN5L7C91095
	Used	SY1323	5N1DL0MM6LC528999
	Used	SU1324	WDD7X8KB7KA001866
	Used	SY1325	2C3CDXHG6MH531592
	Used	SU1326	2C3CDXHG1MH505823
	Used	SY1333	ZN661XUAXHX252844
	Used	SY1335	SALWR2RV8JA189351
	Used	SY1336	JTJBARBZ9J2171144